

2.0 STIPULATIONS AND AGREEMENTS

This Agreement includes additional and essential agreements for settlement of litigation, which are attached as **Exhibits B, C, and D**, incorporated into this Agreement by reference, and are described as follows:

2.1 The Santa Clara Project Agreement (**Exhibit B**)

2.2 The St. George Water Reuse Agreement (**Exhibit C**)

2.3 Judgment and Decree (**Exhibit D**)

3.0 SHIVWITS WATER RIGHTS

The Shivwits Band and its Members shall have the following rights to water which shall be held in trust by the United States for the benefit of the Shivwits Band and its Members:

| <u>Source</u> | <u>Amount</u> |
|--------------------------------|--|
| Groundwater | 100 acre-feet annually as set forth in Section 4.0 |
| St. George Water Reuse Project | 2,000 acre-feet annually as set forth in Section 5.0 |
| Santa Clara Project | 1,900 acre-feet annually as set forth in Section 6.0 |
| On-Reservation Springs/Run-Off | As set forth in Section 7.0 |

Settlement Water Budget **Total 4,000 acre-feet annually**

3.1 The above-listed water sources, supplies, and priorities are more specifically described in the following Sections 4.0, 5.0, 6.0, and 7.0, and **Exhibits B, C, and D**.

3.2 The Shivwits Band may use the Shivwits Water Rights for any use permitted by Tribal or Federal law, including uses that totally deplete the water diverted, anywhere within the boundaries of the Shivwits Reservation, and such use, after delivery to the Reservation, shall not be subject to State law, regulation or jurisdiction.

3.3 The Shivwits Water Rights shall not be subject to loss by abandonment, forfeiture, or non-use.